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CURRENT TOPICS

New Lord Justice of Appeal

THE vacancy in the Court of Appeal caused by Lord Justice PARKER'S appointment as Lord Chief Justice has been promptly filled by the elevation of Mr. Justice WILLMER to be a Lord Justice of Appeal. The new Lord Justice was called to the Bar by the Inner Temple in 1924 and took silk in 1939. Since 1945 he has been a judge of the Probate, Divorce and Admiralty Division, and in 1946 was president of the Shipping Claims Tribunal. More recently his membership of the Evershed Committee on Supreme Court Practice and Procedure will be recalled, and at the age of 59 he enters on his new office with the prospect of long and valuable service in the appellate sphere.

It Pays to be Punctual

THE *Manchester Guardian* of 18th September contained a brief note concerning a county court action in which the plaintiff had claimed to be entitled to recover witness's expenses in respect of his attendance in court earlier in the year. It appears that the plaintiff attended the court in answer to a written request and the fact that he brought his action against a police-superintendent leads us to suppose that his presence was required as a witness for the prosecution. He was denied his expenses because the case had been dealt with by the time that he arrived at the court. The Costs in Criminal Cases Act, 1952, provides that a prosecution witness is entitled to be compensated out of local funds " for the expense, trouble or loss of time properly incurred in or incidental to his attendance and giving evidence " at assizes, quarter sessions or a magistrates' court and for this purpose a witness is defined as " a person properly attending to give evidence, whether or not he gives evidence." The plaintiff's action to recover his expenses did not succeed as " he was not entitled to anything at law," we imagine because he did not actually enter the witness box and he could not, in the circumstances, be said to have attended " properly " to give evidence.

Statutory Offences

THE Annual Meeting of the Society of Public Teachers of Law at Cambridge last week was for the most part devoted to a consideration of the criminal law. Mr. Justice DEVLIN addressed the meeting on the subject of statutory crimes, by which he meant crimes which have been invented by statute and not those which originated in the common law but which have been translated into statutory form. A

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great part of his address was devoted to the question of the necessity or otherwise of proving *mens rea* as a necessary ingredient of such crimes, and he found that Parliament, deliberately or otherwise, had laid upon the judges the task of deciding whether a particular crime is one involving absolute liability or whether some degree of *mens rea* is necessary. Our readers will recall that some months ago LORD EVERSHED protested against the detailed legislation which is now fashionable and suggested that Parliament should confine itself to legislating on broad principle, leaving the judges to apply the principle to the facts before them. This, claims Mr. Justice Devlin, is just what Parliament is doing in this particular field. We have all been irked at one time or another by the efforts which well-meaning lawyers have made to force offences involving absolute liability into a legal theory in which *mens rea* is a necessary ingredient, even to the extent of saying that the intent to do the prohibited act itself constitutes *mens rea*. Most of us accept that the truth of the matter is that we punish a milkman not for selling adulterated milk but in order that adulterated milk shall not be sold or, in the words of Voltaire, *pour encourager les autres*. Mr. Justice Devlin approached the matter from a different direction and suggested that the contortions into which some of us tie ourselves are due in part to the fact that we have never accepted the general proposition that negligence is a form of *mens rea*. In other words we should punish the milkman for not making his system both absolutely fool-proof and knave-proof.

Criminal Appeals

ANOTHER point which Mr. Justice DEVLIN made was that the development of the criminal law may have suffered to some degree from the nature of the appellate system. Some criminal appeals are heard by the Court of Criminal Appeal and others by its *alter ego* the Divisional Court of the Queen's Bench Division. While the composition of these two courts is so similar that the one can transform itself into the other invisibly to the naked eye, the membership of neither is constant. In addition, the Divisional Court is the final court of appeal on a criminal cause or matter and the prospects of getting beyond the Court of Criminal Appeal to the House of Lords are remote. We suggest that it would be a sound plan to bring criminal appeals into the civil current, to abolish the Court of Criminal Appeal and the Divisional Court so that all appeals from assizes and quarter sessions would go to the Court of Appeal, which might have to be enlarged. Further, we can see no reason why our criminal law should be largely deprived of the influence which the House of Lords could exercise.

Criminal Law Reform

DESCRIBING himself as a hopeless visionary, Dr. GLANVILLE WILLIAMS on the following day laid before his colleagues a series of proposals for reforming our criminal law. While we doubt whether we shall ever spend as much money as Dr. Williams would like on research into law reform, we think that he is unduly pessimistic. We would not be surprised to see some of the changes which he proposed brought about within our lifetime, although there are others which we would be sorry to see made at all. One practical difficulty faces all law reformers—the fact that none of the hardships and anomalies which they attack are ever as bad in practice as they appear to be in theory. For example, there is much to be said for regional criminal courts on the same lines as the Crown Courts at Liverpool and Manchester. Dr. Williams argued for them because the length of time which prisoners spend awaiting trial is excessive. In many if not most parts of the country active steps are always taken to ensure that prisoners are not kept waiting, but the present system of pursuing judges round the circuit imposes little hardship on prisoners but is somewhat inconvenient for their lawyers. Again, Dr. Williams complained that the law of bigamy now embraces both what he described as near-rape and also the mere muddling up of State records, and suggested that the different degrees of bigamy should be made separate crimes. This might be logical but in fact the judges make the distinction in practice very efficiently. Some genius should devise a means of bringing together the practical and the academic lawyer. The practical man is so absorbed in getting the job done that, even if he is aware of the need for change, he has neither time nor energy either to be a propagandist or to work out the details. The academic lawyer is understandably pre-occupied with forms and thus sometimes ignores the substance. In a perfect State every practitioner would have to go into retreat and contemplation regularly and every professor would work for a few months in a solicitor's office. In that way we would get a valuable synthesis.

Prize Fighting

EARLY in the formative period of what may be referred to as the law relating to boxing and similar sports, the position was once summed up by the following doggerel verse :—

> Parker, Chief Baron, held that bruising,
> By some deemed healthful and amusing,
> Is an illegal, dangerous science,
> And practised in the law's defiance.

It is quite clear that this statement of law, if it may be so called, is no longer completely accurate, as boxing and sparring, as we know them to-day, are quite legal, although they would, presumably, come within the term "bruising." However, some fighting by consent is still "practised in the law's defiance" in so far as prize fighting is now an indictable misdemeanour. From time to time, for one reason or another, two of the Queen's subjects announce their intention of taking part in a "fight to the finish," and, as happened recently when a professional boxer and a showman decided to stage an engagement of this nature, they find that they are restrained by the law by being bound over to keep the peace. Authority for the legality of sparring may be found in *R.* v. *Young* (1866), 10 Cox C.C. 371, where Bramwell, B., held that there is nothing illegal in a sparring exhibition unless the men fight on until they are so weak that a dangerous fall is likely to be the result of the continuance of the game. In *R.* v. *Orton* (1878), 14 Cox C.C. 226, the Court of Criminal Appeal accepted as correct a direction to the jury that "if the parties met intending to fight till one gave in from exhaustion or injury received," it is a prize fight and therefore illegal. The same case also decided that the mere fact that the combatants fought in gloves is not in itself sufficient to enable the court to hold that what took place was a mere sparring match. Fighting to the finish would appear to be the distinctive mark of an illegal prize fight as no legal objection is made to a contest over, say, fifteen rounds which may be brought to an end within the distance at the discretion of the referee or either participant.

LETTER FROM EASTBOURNE

Tuesday.

WITHOUT detracting in any way from the value of the speeches of the Mayor of Eastbourne, of the President of the Eastbourne Law Society or of the President of The Law Society the best news so far from the Annual Conference is that the sun is shining. It is true that some heavy clouds are approaching and the weather forecast is sombre, but we have been spared the deluges which marked the conferences at Newquay and Harrogate.

Mr. Peppiatt did not content himself with a précis of the Council's Annual Report, although he doubted whether it could be assumed that the distinguished and fashionable audience in the Winter Garden had carefully and diligently perused it. After reviewing some of our current problems the President asked us to direct our thoughts to the future. He warned us against assuming that there is enough conveyancing and probate business to keep us for the rest of our lives—provided that the Council of The Law Society devote their attention to promoting periodical increases in the scales of charges! He asked us to widen our horizon and to recognise that because of the redistribution of wealth we have reached a stage where we should be continuously alert to meet the ever widening needs of our clients. An increasing number of them are and will be affected by taxation (including death duties), town planning, the conduct of trading and business affairs—particularly the integration of small concerns with larger units and international trade. He urged us to retain in a world of changing customs and changing values our position as men of affairs and reiterated the warning that if we do not equip ourselves to advise about the problems of the present day our clients will turn instead to their accountants and bankers.

Mr. Peppiatt followed this advice with an appeal to be more up to date in our offices. "Are there not still to-day offices where the mechanical duplicator is unknown, where even an internal telephone is looked upon as an innovation and where a dictaphone is viewed with dismay by principals and staff alike?" Pursuing the theme further, Mr. Peppiatt then asked how any solicitor can hold himself out as competent to advise on all the complex and diverse problems which clients may bring him, and said that he was personally convinced that in these times a solicitor who practises quite alone—that is to say, without partners or qualified assistants—is attempting to bear a burden which very few of us indeed are equipped to carry.

Public life

Turning from the future of the profession, Mr. Peppiatt ended his address by suggesting that solicitors should take a larger part in guiding public opinion and that we should be encouraged to participate in local, national and international affairs. He acknowledged that if a solicitor seeks election to a local council one of his charitable brethren will say that he is doing so in order to attract business; Mr. Peppiatt would not begrudge him any additional business he acquires if he is a good councillor and if he is a bad councillor he probably won't acquire any. We entirely agree that it would be better if more solicitors were willing and able to serve on local authorities, but we must recognise that there are obstacles. The young and middle-aged (and the old as well for that matter) find that they have to keep hard at it in their offices in order to maintain the standard of living to which they would like to be accustomed; if one partner of a number goes off to council meetings during the daytime his colleagues are not always enthusiastic. The difficulty about confining public life to evening meetings is that many of the local authorities which meet only in the evenings have comparatively little to do although some of them occupy a great deal of time and oratory in doing it; perhaps the situation may improve to some extent when the new Local Government Act becomes fully effective.

Getting down to detail

The scheme of the conference this year has been changed slightly. Instead of breaking up into committees to discuss specific subjects, there will be three plenary sessions at which at least thirteen topics will be discussed in succession. In previous years it has always been difficult to decide which committee to join and after making the choice it has been galling to hear gusts of hearty laughter coming from the adjoining room. Indeed there may well be more than thirteen topics since we see that there is an Item 14 which consists of "matters arising out of the President's Inaugural Address," and members are invited to suggest more items for the agenda which may be included if the President agrees. We doubt whether by to-morrow evening anyone who wishes to say anything will have failed to say it.

There are nearly 350 members at the conference of whom ninety-seven have never attended one of our conferences before. This last piece of information is encouraging but we are a little disappointed about the total numbers. Again, it is a question of time. Not everyone wishes to use part of his holiday for a conference and the partners left at home have been known to make unspoken comments about their more fortunate colleagues at the seaside. The sun is still shining as brightly as it was when we began writing this letter and, in spite of the fact that we shall conscientiously listen this afternoon to what is said about a National Wills Register, the Legal Advice Scheme, the Compensation Fund and Contempt of Court, we are bound to acknowledge that occasionally we shall be able to see some sea and sun.

Tuesday night.

P.S.—Since this letter was written we have had a deluge which surpasses in intensity anything which Newquay and Harrogate had to offer.

The following appointments are announced by the Colonial Office: Mr. J. B. W. ANDERSON, Senior District Officer, Grade II, Northern Rhodesia, to be Native Courts Adviser, Northern Rhodesia; Mr. G. G. BRIGGS, Attorney-General, Eastern Nigeria, to be Puisne Judge, Unified Judiciary of Sarawak, North Borneo and Brunei; Mr. J. F. W. JUDGE, Magistrate, Fiji, to be Crown Counsel, Fiji; Mr. I. M. LEWIS, Senior Crown Counsel, Northern Nigeria, to be Solicitor-General, Northern Nigeria; Mr. R. J. QUIN, Resident Magistrate, Kenya, to be Senior Resident Magistrate, Kenya; Mr. A. J. SANGUINETTI, Assistant Attorney-General, Gibraltar, to be Magistrate, Hong Kong; Mr. E. B. SIMMONS, Puisne Judge, Mauritius, to be Puisne Judge, Tanganyika; Mr. P. M. BURCH-SMITH, Magistrate, British Guiana, to be Official Receiver, Public Trustee and Crown Solicitors, British Guiana, and Mr. O. F. CORCORAN to be Crown Counsel, Northern Region of Nigeria. Amendment to July List, p. 638, *ante*: Promotion of Mr. D. E. G. Malding should be amended to read Mr. D. E. G. MALONE.

"REMEDIES OF OPPRESSED MINORITY"

THE title of this article is the marginal note to s. 210 of the Companies Act, 1948. In company law the subject of the oppression of a minority seems to exert a peculiar attraction on writers of articles. Whether the reason for this is the difficulty and uncertainty of obtaining any redress, or merely the national trait of sticking up for the underdog, there has been a steady stream of such articles over the last few years in legal and other learned periodicals. The Current Law Year Book for 1956 indexes four articles under the heading "minorities, oppression of," for the period 1952–56 and that for 1957 two more under the same heading. Additionally, the Current Law Citator 1947–57 lists four further articles specifically referable to s. 210.

The only excuse for the present article is that on 24th July, 1958, almost exactly ten years after the Companies Act, 1948, came into force, the House of Lords gave its decision in *Scottish Co-operative Wholesale Society, Ltd.* v. *Meyer and Another* [1958] 3 W.L.R. 404; *ante*, p. 617. This case is the first reported case in which the provisions of s. 210 had come before the House for consideration, although there are reports of other decisions on the section in the lower courts, both in England and in Scotland.

Background to s. 210 of the Companies Act, 1948

Before the Companies Act, 1948, the remedies open to an oppressed minority or single shareholder were limited and unsatisfactory. There were two principal remedies: to petition for a compulsory winding-up order on the ground that it was "just and equitable" that the company should be wound up or to sue in a minority shareholders' action.

So far as winding up the company was concerned, this remedy might confer no benefit on the minority shareholders as the break-up value of the shares might be small. The *Scottish Co-operative* case itself affords an example of this state of affairs, where the majority shareholders had decided to use their controlling power gradually to destroy the company's business.

The alternative remedy of a minority shareholders' action is beset with difficulties, as the court will not interfere with the internal management of companies acting within their powers. A discussion of the circumstances in which such an action is likely to be successful is beyond the scope of the present article: the cases are those in the line starting with *Foss* v. *Harbottle* (1843), 2 Hare 461, the latest of which is *Pavlides* v. *Jensen* [1956] Ch. 565 (see 100 SOL. J. 710, 729).

Section 210 now provides a statutory remedy in cases of oppression. Any member of a company who complains that the affairs of the company are being conducted in a manner oppressive to some part of the members (including himself) may petition the court. If, on any such petition, the court is of the opinion (*a*) that the company's affairs are being conducted as aforesaid, and (*b*) that to wind the company up would unfairly prejudice that part of the members, but otherwise the facts would justify the making of a winding-up order on the ground that it was just and equitable that the company should be wound up, the court may, with a view to bringing to an end the matters complained of, make such order as it thinks fit, whether for regulating the conduct of the company's affairs in future, or for the purchase of the shares of any members of the company by other members of the company or by the company. This last-named remedy was, in fact, the one sought and granted in the *Scottish Co-operative* case.

The Scottish Co-operative case

A detailed statement of all the facts and circumstances in the *Scottish Co-operative* case is not necessary. It is sufficient to say that the co-operative society and the petitioners, in 1947, formed a subsidiary company of the co-operative society for the manufacture of rayon cloth. The arrangement was one frequently encountered in business, the co-operative society contributing the capital, and the minority shareholders the knowledge and experience. The co-operative society nominated a majority of the board of the subsidiary company. The plan was one which demanded the utmost good faith on both sides. However, following differences as to the basis of a proposed issue of further shares to the co-operative society, and the termination of cotton control, the society decided to allow the company to run down, as it had served its purpose. They intended eventually to liquidate the company.

It was common ground that at the date of the presentation of the petition under s. 210 it was just and equitable that the company should be wound up. It could not be denied that to wind up the company would unfairly prejudice the minority. The only question was, therefore, whether its affairs were being conducted in a manner oppressive to the minority.

In a petition under s. 210 it is necessary to show, not only that there has been oppression of the minority shareholders of the company, but also that it has been the affairs of the company which have been conducted in an oppressive manner.

In the *Scottish Co-operative* case the nominees of the society on the board of the company adopted a policy of passive support of the society by inactivity, allowing the company's trading activities to decline or vanish, and this inactivity was the key to the decision. Apart from this inactivity the oppressive operations were all operations in the conduct of the society's affairs, not in the conduct of the company's affairs. The minority could not have succeeded merely by proving that the affairs of another company were being conducted in a manner oppressive to them, even if that other company held the majority of the shares of, and controlled a majority of the directors of, the company of which the minority were members.

The link was the conduct of the nominee directors who did nothing to defend the interests of the company. They adopted a policy of masterly inactivity, and allowed the company's trading activities to decline to vanishing point. Thus the point on s. 210 is that, when one company is the subsidiary of another, and nominee directors on the board of the subsidiary are participating in a policy of the parent company which is oppressive to the subsidiary, this will amount to oppressive conduct of the affairs of the subsidiary, within s. 210, although the conduct of the nominee directors may be purely negative, taking the form of passive neglect of the subsidiary's interests.

Nominee directors of subsidiary companies

Their lordships' speeches included some *dicta* on the position and duties of nominee directors of subsidiary companies. The form of subsidiary company under consideration is, of course, one where there is an outside minority of shareholders. No point arises where the subsidiary is wholly owned.

The following proposition was formulated by Lord Cooper in the Court of Session and adopted by Viscount Simonds

(at p. 411): "In my view, the section warrants the court in looking at the business realities of a situation and does not confine them to a narrow legalistic view. The truth is that, whenever a subsidiary is formed as in this case with an independent minority of shareholders, the parent company must, if it is engaged in the same class of business, accept as a result of having formed such a subsidiary an obligation so to conduct what are in a sense its own affairs as to deal fairly with its subsidiary."

Difficulties can arise in such cases over the position of nominee directors on the board of the subsidiary. They owe a dual allegiance: to the parent and to the subsidiary; and, if some incompatibility of interests arises between the two, their situation may be one of some embarrassment. They may be placed in a difficult and delicate position.

What, then, should nominee directors do in such circumstances? Their lordships seemed generally agreed that their task was fraught with difficulty and their scope for effective action limited. Lord Simonds suggested "a frank and prompt statement to their co-directors" but gave little guidance on the next step if the statement did not have the desired effect. Lord Keith considered that they had "power to do something" but did not specify what that "something" was. Lord Denning felt that the nominee directors could have protested and met the argument that a protest would have been of little avail by pointing out that no protest was, in fact, made. He recognised, however, that "even if they had protested, it might have been a formal gesture, ostensibly correct, but not to be taken seriously." In truth there is probably little effective action that nominee directors can take in such circumstances. Their obvious course seems to be to advocate the parent buying out the minority, a course which would, in general, prove far cheaper than litigation.

"The utmost good faith"

In the course of his speech Lord Keith referred to the analogy of partnership law. He said (at p. 427): "The company was in substance, though not in law, a partnership consisting of the society and [the respondents]. Whatever may be the other different legal consequences following on one or other of these forms of combination one result, in my opinion, followed in the present case from the method adopted, which is common to partnership, that there should be the utmost good faith between the constituent members." It may well be that in future years the *Scottish Co-operative* case will be cited frequently on this point. It is, therefore, important to stress the limits of the decision: parent and subsidiary with an independent minority, similarity of business, and a majority of the board of the subsidiary, by their conduct, becoming parties to the oppression. There may be some danger in trying to read too much into the decision.

Having regard to the special facts of the *Scottish Co-operative* case it is respectfully submitted that certain remarks of Lord Denning may have gone a little further than will prove supportable on a subsequent occasion. He said (at pp. 432, 433): "Your lordships were referred to *Bell* v. *Lever Bros., Ltd.* [1932] A.C. 161, at p. 195, where Lord Blanesburgh said that a director of one company was at liberty to become a director also of a rival company. That may have been so at that time. But it is at the risk now of an application under s. 210 if he subordinates the interests of the one company to those of the other." This observation must, it is submitted, be subjected to the important qualification that the director must be acting on behalf of the majority, for if he is not there are other and more appropriate remedies. It may also be true to say that, in such circumstances, the majority must be a party to the director's actions, and an active party, not merely acquiescent.

It will be some time before the final aspects of the decision have been worked out, as, in many aspects, the case was one turning on its own special facts. It is, however, of importance as an authority on the application of one of the general principles of partnership law to the affairs of a small private company.

H. N. B.

Common Law Commentary

BASIS OF FRUSTRATION

SPEAKING generally, legal decisions are of two sorts: there is the "middle-of-the-road" case which illustrates nicely a typical manifestation of a legal rule and is the mainstay of the intermediate student, and there is the "borderline" case which is concerned with the limits of a legal rule. The latter is usually a controversial matter and as often as not there is at least one dissenting judgment at Court of Appeal or House of Lords level. We may bracket with the second type of case the case that creates an exception to a general rule, though that is not so much concerned with outlining the general boundary of a rule as with the breaking through of the contour and extending a finger to grasp some specially related feature. The important decisions—those that become "household names"—are the borderline cases.

The case of *Carapanayoti & Co., Ltd.* v. *E. T. Green, Ltd.* [1958] 3 W.L.R. 390; *ante*, p. 620, is in effect a borderline case because it deals with that difficult aspect of frustration arising from a change which, whilst not making the actual physical performance of the contract impossible, yet so increases the burden that it is argued that the same result should follow as if the performance had been rendered impossible. The decision also lays down the proposition that frustration can apply to contracts for the sale of unascertained goods.

The case concerns a contract, made in September, 1956, in respect of goods to be shipped from Port Sudan during October/November c.i.f. Belfast. Such a contract allows the seller to ship up to the last day in November, whilst on the other hand if he chooses to ship earlier (even as early as the 1st October) the buyer must accept such a shipment. At the date of the contract the usual route was via the Suez Canal, but that was closed on 2nd November, 1956, as a result of hostilities, by blocking, and it was clear that it would not be usable for some time thereafter.

A c.i.f. contract is sometimes described as a "sale of documents." The shipper must load the goods at the port of shipment and he must hand over to the buyer the shipping documents, including the bill of lading, and also the insurance contract. That is the extent of his liability. Thereafter the buyer gets either the goods if they arrive (and he claims them

by virtue of the bill of lading) or he gets the insurance money if the ship is lost at sea (relying on the insurance policy).

Time for judging impossibility

Part of the seller's duty to ship the goods covers the question of the route, and it is on this point that the case turned. When the contract was made on 6th September, 1956, the Suez route was the usual and customary route for goods going from Port Sudan to Belfast, and at that date that route was a practical route; but during the period for shipment (October/November) it became an impossible route, so that the question then was: at what time does one judge the question of impossibility of performance where frustration is pleaded? Is it the date of contract or the date of performance or some other date?

There are plenty of earlier cases which make it clear that frustration is concerned with difficulties which arise after the contract was made. When two parties make a contract which, at the time when they made it, cannot be performed because of some bar of which neither party was aware, then the ground for escaping liability will be the field of mistake and not supervening impossibility, a rule now embodied in s. 6 of the Sale of Goods Act, 1893.

But in this case the route via Suez was available when the contract was made and "the long haul round the Cape" was available during October/November. Shipment was not therefore impossible, only more troublesome and expensive. The mileage via Suez is 4,068, and via the Cape it is 10,793. Before the closing of the Canal the freight rate was £6 10s. per ton; on 9th November a surcharge of 25 per cent. was imposed on freight as a result of the closing of the Canal, increased to 100 per cent. on 12th December. There is at least one decision which is commonly regarded as authority for the proposition that supervening events which render a contract commercially unacceptable without rendering it impossible do not frustrate, so that the supplier is bound to supply at a loss or pay damages (see *Blackburn Bobbin Co., Ltd.* v. *T. W. Allen & Sons, Ltd.* [1918] 2 K.B. 467, and compare *Paradine* v. *Jane* (1647), Aleyn 26).

It is also to be noted that in the *Carapanayoti* case the contract contained a clause (No. 17) which provided that "in the case of prohibition of export, blockade or hostilities . . . preventing fulfilment, this contract . . . shall be cancelled . . ."

Three questions

Much as the Englishman dislikes theory, the question whether the sellers could claim that the contract was frustrated requires an application of theory to the above facts. A number of theories have been advanced as to what is the basis of frustration. Three were in the mind of McNair, J., who gave the judgment in this case, namely (1) whether the parties made their contract on the basis that, if the Canal was no longer open when the sellers elected to perform, the contract would be off (Lord Loreburn in *F. A. Tamplin Steamship Co., Ltd.* v. *Anglo-Mexican Petroleum Products Co., Ltd.* [1916] 2 A.C. 397); (2) whether the closure of the Suez Canal was so fundamental as to transmute the seller's obligation into an obligation of a different kind (Asquith, L.J., in *Sir Lindsay Parkinson & Co., Ltd.* v. *Commissioners of Works* [1949] 2 K.B. 632); (3) whether the "officious bystander" would have been answered: "Of course, if the Canal is closed after 2nd November, the contract is off" (MacKinnon, L.J., in *Shirlaw* v. *Southern Foundries* (1926), *Ltd.* [1939] 2 K.B. 206).

McNair, J., decided that whichever of these tests was applied the result would be the same. He considered that the answers would be in the affirmative and the contract was thus held frustrated. "This conclusion makes it unnecessary for me to express any concluded opinion on the effect of cl. 17" said his lordship, adding that the closing of the Canal on account of hostilities did prevent fulfilment of the seller's obligation.

Express term

The strength of this case lies in the judge's willingness to mitigate the rule that mere commercial disadvantage is not frustration in a case where it is sufficiently extreme as, in effect, to impose an obligation of a different kind—and no doubt a shipment round the Cape is very different from one through Suez, quite apart from extra length and freight rate—but the weakness of the case lies in the failure to deal with the application of cl. 17. The doctrine of frustration has consistently been limited to cases where the contract fails to provide for the supervening event. In *Fibrosa Spolka Akcyjna* v. *Fairbairn Lawson Combe Barbour, Ltd.* [1943] A.C. 32 the House of Lords sailed very close to the wind on this rule, holding that an express term of the contract applying to frustration on account of war did not apply because the war which actually broke out was not of the kind intended to be encompassed by that clause. But in the instant case his lordship makes no mention of this point and he proceeds on the ground, it appears, that frustration is an *alternative* to an express clause.

This must raise a doubt whether the *Carapanayoti* case is correctly decided. It also raises the question whether the Law Reform (Frustrated Contracts) Act, 1943, applies. In *Capel* v. *Soulidi* [1916] 1 K.B. 439 it was held that where the event which affects performance is expressly mentioned in the contract, the terms of the express clause must apply. So far as the Law Reform Act is concerned, that applies to contracts which have become frustrated or otherwise impossible of performance, and it would be interesting to know whether a contract rendered impossible of performance otherwise than by frustration is covered by the Act. In the case in question cl. 17 says that the contract shall be "cancelled." At common law frustration operated not from the date of formation but from the date of the frustrating event, which is not the same as cancellation, though now, under the Act, the effect is more of the nature of cancellation. It remains to be seen therefore whether this case will stand up to the buffetings which it is likely to encounter: if it does, then some re-appraisal of the doctrine will be necessary.

Though cases now nearly 100 years old may be shown to have some similarity to the modern rule, the colour of the contemporary view is really derived from such cases as the *Fibrosa* case, *supra*, which is a mere fifteen years old. Nevertheless, it is surely axiomatic that if a contract contains a provision, as this contract did in its cl. 17, dealing with a possibility, and that possibility is realised, then the express provision operates. This brings us back to the question, what is the basis of frustration? Is it the implying of a term, because if so there cannot be room for it to settle, cuckoo fashion, in a contract that already contains an express term on the point. Even if one of the other theories is the correct theory, one feels that this case calls for a fuller treatment of the meaning of the terms therein contained, and particularly what is meant by "cancellation" and what is the significance of frustrating events which produce the circumstances for cancellation: do they produce cancellation, or do they produce frustration?

L. W. M.

NO TAX ON DOLLARS

THE recent decision of Wynn Parry, J., in *Thomson* v. *Moyse* [1958] 3 All E.R. 225 will be of much interest to those persons and their advisers who are in a position to take advantage of it; for the decision shows that dollar income sold to a bank or other authorised dealer under the Exchange Control Act, 1947, as principals, and not collected by the bank or dealer, as agents, is not "remitted" to this country so as to be chargeable to tax.

"Arising" and "remittance" bases

Tax is charged under Case IV of Sched. D in respect of income "arising from securities out of the United Kingdom" (except such income as is charged under Sched. C), and under Case V in respect of income "arising from possessions out of the United Kingdom." In general, in the case of persons resident in the United Kingdom, the full amount of the income arising from securities and possessions out of the United Kingdom in the year preceding the year of assessment is charged to tax under Case IV or Case V, whether it has been or will be received in the United Kingdom or not, subject to certain deductions in the case of income not received in the United Kingdom (s. 132 (1) of the Income Tax Act, 1952). This is known as the "arising basis" of charge.

On the other hand, income which is immediately derived by a resident person from the carrying on by him of any trade, profession or vocation abroad (solely or in partnership), or which arises from any pension abroad, is not charged on the full amount arising, but only on the actual amount received in the United Kingdom (s. 132 (2), (3)). This is known as the "remittance basis" of charge. And in the case of any person who satisfies the Commissioners of Inland Revenue that he is not domiciled in the United Kingdom, or that, being a British subject or a citizen of the Republic of Ireland, he is not ordinarily resident in the United Kingdom, tax is also computed on the full amount of the actual sums received in the United Kingdom, and not on the full amount of income arising whether it is received or not (s. 132 (2) (*a*)).

"Securities" and "possessions"

Neither the term "securities" nor the term "possessions" is defined in the Income Tax Acts, but authority has extended the meaning of "possessions" to include "any form of property from which profit can be derived" (*Singer* v. *Williams* [1921] A.C. 41, at p. 63). "Securities," on the other hand, bears a more restricted meaning. In the same case Viscount Cave, L.C., said at p. 49: "The security would generally consist of a right to resort to some fund or property for payment; but I am not prepared to say that other forms of security (such as personal guarantee) are excluded. In each case, however, where the word is used in its normal sense, some form of secured liability is postulated." In this sense shares in a foreign company are not securities falling within Case IV but possessions within Case V.

Employments

Under Sched. E, Case III, a person resident and working in this country but not domiciled in the United Kingdom who holds an office or employment with a non-resident is entitled to foreign emoluments relief (s. 10 (1) of the Finance Act, 1956). The emoluments chargeable in such cases will be on the basis of the current emoluments *received* in the United Kingdom in the year of assessment when residence is established, plus any emoluments for that year received in an earlier year. Current emoluments include emoluments of an earlier year if they relate to a year when residence was also established (see also s. 24 of the Finance Act, 1953, and para. 8 of Sched. II to the Finance Act, 1956).

Facts in *Moyse's* case

The taxpayer, a British subject resident in the United Kingdom but domiciled in the United States of America, was entitled to income from the estate of his mother (which during part of the relevant period was in course of administration) and from the estate of his father. Both estates were in America, and the income from them was credited to the taxpayer's account at the Bank of New York. He drew cheques in dollars on that bank in favour of one or other of two English banks, and when forwarding the cheques to the English banks asked them to purchase the cheques and to credit his account with the proceeds in sterling. He did this, knowing of an old-established practice in the City of London whereby a banker might be willing to purchase outright cheques in foreign currencies, provided he knew the customer and was satisfied as to his integrity, even without knowing the state of the customer's account at the foreign bank. Otherwise a bank would follow the normal method of collecting the money from the foreign bank, as agent, and crediting the customer's account in due course.

Procedure adopted

The English banks purchased the cheques, as requested, and sold them either to the Bank of England or to a customer with a permit to purchase dollars from the Bank of England. The same day they credited the taxpayer's account with the sterling equivalent after deduction of commission and other charges. The banks sent daily by registered post to their correspondents in New York all New York cheques acquired by them, with instructions to the correspondents to clear the cheques in New York, credit their account in New York with the proceeds, and pay out of their account so many dollars as had been sold to the Bank of England for the credit of the Bank of England's account with the Federal Reserve Bank in New York.

Bankers acted as principals

The taxpayer was assessed to income tax under Case IV in respect of income from securities in the United States of America (attributable to the estate of his mother during the period of administration) and under Case V in respect of income from possessions in that country (attributable to the estate of his mother after the period of administration, and to the estate of his father).

The Special Commissioners found that the taxpayer gave no instructions to his New York bank to remit sums of money to him in the United Kingdom, and that, in dealing with the cheques which the taxpayer asked them to purchase, neither bank was acting as a collecting agent on the taxpayer's behalf but in every case acted as principal. On appeal by the Crown, the respondent contended that in each case the source of the sterling credited to his account with the English banks was a contract for the purchase of sterling made in England and to be performed in England, and that it was no part of the contract that dollars were to be brought into England. Furthermore, there was no evidence that dollars were brought

into England, but if they were, they were brought in not as the property of the respondent but as the property of the Bank of England.

Dollars not "brought in"

A fluctuation in the rate of exchange between the giving of a dollar cheque to the taxpayer's English bankers and the date of its being cleared in New York would not produce a sum in sterling equivalent to the sum which had been paid by the English bankers on taking over the cheque. This, said the learned judge, emphasised and supported the view of the Special Commissioners that, however the transaction was regarded, the English bankers acted as principals and not as agents.

Accordingly, he held (i) that the taxpayer's transactions with the English banks were *contracts* for the purchase of sterling made in England and to be performed in England, and the proceeds either were not income or were not income "arising from securities out of the United Kingdom," and therefore were not taxable under Case IV of Sched. D; and (ii) that as no dollars were brought into the United Kingdom as a result of the transactions, or, if dollars were brought in, they were brought in by the Bank of England and not by the taxpayer, there was nothing that was taxable under Case V of Sched. D as the taxpayer's income arising from foreign possessions.

Earlier decisions

In deciding the issue under Case IV his lordship applied *Paget* v. *Inland Revenue Commissioners* [1938] 1 All E.R. 392. In that case Miss Paget held certain foreign government bonds in respect of the interest on which the debtor governments had defaulted and had offered to foreign creditors certain schemes. Miss Paget did not accept the schemes but sold the interest coupons, after they had fallen due, through agents or coupon dealers in London who deducted income tax on payment to her of the proceeds of such sales. She was assessed to sur-tax on the ground (*inter alia*) that the purchase price of the coupons was "income arising from securities out of the United Kingdom."

In the Court of Appeal, Sir Wilfrid Greene, M.R., said at p. 397: "The purchase price received by Miss Paget was not income arising from the bonds at all. It arose from contracts of sale and purchase whereby Miss Paget sold whatever right she had to receive such income in the future, as well as her right to take what was offered by the defaulting debtors. It is, in my opinion, quite impossible to treat this as equivalent in any sense to 'income arising from' the bonds."

So far as Case V was concerned Wynn Parry, J., said the transactions in *Moyse's* case fell within the decision in *Carter* v. *Sharon* (1936), 20 Tax Cas. 230, which makes it plain that in the case of income from foreign possessions it must be shown either that the taxpayer received it in this country or that he was entitled to it at the time it arrived in this country, while the word "remittances" clearly refers to money remitted into the United Kingdom *from outside* (*per* Viscount Cave, L.C., in *Pickles* v. *Foulsham* (1925), 9 Tax Cas. 261, at p. 288).

Income tax is a tax on sterling only and until the decision in *Moyse's* case no distinction had been raised between investment income which was in the form of dollars and investment income which was in the form of sterling. The practical value of the new decision lies in the importance of the distinction between the sale of a dollar cheque to a bank or other authorised dealer as principal and the mere collection of the money from the foreign bank of the drawer as agent.

Finally, it should be mentioned that the Domicile Bill now before the House of Lords provides that as a general rule a person's domicile is in the country in which he has his home and intends to live permanently (thus replacing the common-law rules as to domicile of origin).

K. B. E.

Landlord and Tenant Notebook

AGRICULTURE: CONSENT TO NOTICE TO QUIT

THE Agriculture Act, 1958, has effected various amendments, major and minor, to the Agricultural Holdings Act, 1948. Of the major amendments, those brought about by s. 3 ("amendments as to notices to quit agricultural holdings") are, I believe, the most important: the addition to the rent-fixing provision in s. 8 of the Agricultural Holdings Act, 1948, of some elaborate wording by which "the rent properly payable" is sought to be defined—s. 2 of the new Act—is not likely to make much difference in practice, and what is enacted by s. 4 as to provision of fixed equipment necessary to comply with statutory requirements is very limited in scope. But s. 3 of the Agriculture Act, 1958, will, on "the appointed day," replace the Agricultural Holdings Act, 1948, s. 25 (1), and though it repeats part of the older enactment it contains some important new matter.

The background

The Agricultural Holdings Act, 1948, s. 24 (1), entitled and entitles a tenant farmer to serve a counter-notice on his landlord who has served him with a notice to quit, the counter-notice annulling it unless it is consented to.

Consent was to be sought of the Minister of Agriculture and Fisheries (later, the Minister of Agriculture, Fisheries and Food), in practice the county agricultural executive committee: the ministerial functions are transferred to the Agricultural Land Tribunal by the Agriculture Act, 1958, s. 3 (1). The events which brought about this change are well known, and it is not to be expected that those concerned will find it a case of King Log being replaced by King Stork.

But the Agricultural Holdings Act, 1948, s. 25 (1), began: "Without prejudice to the discretion of the Minister . . . the Minister shall withhold his consent . . . to the operation of a notice to quit . . . unless he is satisfied . . ." and there followed seven sets of circumstances. The scheme of the new provision is as follows: "The Agricultural Land Tribunal *shall* consent to the operation of a notice to quit if, but *only if*, they are satisfied as to one or more of the following matters"; these matters are now five in number; and then comes an important proviso: "Provided that, notwithstanding that they are satisfied as aforesaid, the Tribunal shall withhold consent . . . if in all the circumstances it appears to them that a fair and reasonable landlord would not insist upon possession."

The change may or may not be due to the decision in *R.* v. *Agricultural Land Tribunal for Wales and Monmouth;*

ex parte Davies [1953] 1 W.L.R. 722, which showed that the Minister had a discretion to withhold consent even if one or more of the seven sets of circumstances were established: " if he finds circumstances which would entitle him to give consent yet he has a discretion to withhold it." That discretion is now, in effect, to be replaced by the direction in the proviso. How the Agricultural Land Tribunal is to approach the question whether in all the circumstances a fair and reasonable landlord would not insist on possession is, however, a difficult matter and it is worth noting that it is not, in terms, given a discretion: the vital words are " shall withhold consent." In one case, in particular, which I will mention later, some perplexity is bound to ensue.

Husbandry and management

The first two of the five matters, as to one of which the Agricultural Land Tribunal is to be satisfied, are: " that the carrying out of the purpose for which the landlord proposes to terminate the tenancy is desirable in the interests of good husbandry as respects the land to which the notice relates, treated as a separate unit," and: " that the carrying out thereof is desirable in the interests of sound management of the estate of which the land to which the notice relates forms part or which that land constitutes." These may be said together to replace the first of the old s. 25 (1) grounds: " that the carrying out of the purpose for which the landlord proposes to terminate the tenancy is desirable in the interests of efficient farming, whether as respects good estate management or good husbandry or otherwise."

" Efficient farming " is therefore no longer referred to; but what is said, at some length, in ss. 10 and 11 of the Agriculture Act, 1947, about good estate management and good husbandry remains in point, and efficient farming can be said to remain a relevant consideration. Why " sound " instead of " good " management, I do not know; but, examining the details of the new provision, there is a significant contrast between the " treated as a separate unit " in the case of husbandry and the possible " forms part " in that of management. For the main point in *R.* v. *Agricultural Land Tribunal for Wales and Monmouth; ex parte Davies, supra*, was whether, in considering the interest of efficient farming under the then law, the efficient farming of other land was a relevant matter: the landlords in the case urged that, though their tenant was an efficient farmer, it was desirable to terminate his tenancy because other land, let to one of the landlords, would be more productive. Goddard, L.C.J., said in his judgment: " The words 'the carrying out of the purpose for which the landlord proposes to terminate the tenancy is desirable in the interests of efficient farming' must mean the efficient farming of the holding to which the notice to quit applies, and it seems very extraordinary that anybody should have thought the contrary."

The new subsection distinguishes between cases in which the carrying out of the landlord's purpose is desirable in the interests of good husbandry as respects the " holding to which the notice to quit applies " and cases in which it is desirable in the interests of sound management of the estate, which may include land not part of the holding: an important change.

Agricultural research, etc.

The new para. (*c*) repeats word for word the old para. (*b*); the Minister could, and the Tribunal (subject to the proviso) must, consent if the carrying out of the purpose is desirable for the purposes of agricultural research, education, experiment or demonstration, or for the purposes of the enactments relating to smallholdings or allotments.

Greater hardship

The old paras. (*c*) and (*d*) each *included* a hardship test, and it so happened that the fact that there had been a change of reversioner in the case of *R.* v. *Agricultural Land Tribunal for Wales and Monmouth; ex parte Davies* prevented the landlord from seeking to rely on para. (*d*). But the new para. (*d*) makes hardship the test regardless of history: it runs, simply: " that greater hardship would be caused by withholding than by giving consent to the operation of the notice." One is reminded of the proviso to the Rent, etc., Restrictions (Amendment) Act, 1933, Sched. I, para. (*h*), but decisions interpreting that enactment are not likely to prove helpful, except perhaps *Harte* v. *Frampton* [1948] 1 K.B. 73 (C.A.), which showed that hardship to all who might be affected was to be taken into consideration. By way of contrast, the burden of proof in the case of agricultural holdings is on the landlord. And the time to be considered would be the date of the expiration of the notice to quit rather than that of the hearing.

Non-agricultural use

The last of the " matters " is " that the landlord proposes to terminate the tenancy for the purpose of the land's being used for a use, other than for agriculture, not falling within para. (*b*) of subs. (2) of the last foregoing section ": which is identical with the old para. (*e*) and enables a landlord to seek possession by notice to quit when the land is required for a use for which town planning permission has either been granted or is not required—in those cases an unchallengeable notice to quit can be given by virtue of s. 24 (2) (*b*).

The proviso

I have pointed out that the new subsection changes the atmosphere: formerly, the landlord *might* obtain the desired consent if he proved one of the matters; now he is to be given the consent on proving one of the matters unless something else is proved.

The situation is not novel, but the actual test introduces a hypothetical character, the fair and reasonable landlord who would not insist on possession. The " fair " was presumably put in in order to anticipate argument on whether reasonableness is a purely intellectual or also a moral characteristic; " fair and reasonable " has been applied to agreements (see the Solicitors Act, 1957, s. 60) and to a supposition (see the Criminal Justice Administration Act, 1914, s. 14 (1): " that he had a right to do the act complained of ") and in each of the cases concerned the conduct of a human being may have to be criticised: in order to decide, in the one, whether a bargain with a client should be enforced, and, in the other, whether malicious damage is to be punishable. But the language of the new Agricultural Holdings Act, 1948, s. 25 (1), is rather more personal, and in one case at least it may well be difficult to apply the proviso: can an Agricultural Land Tribunal find on an application for consent these two facts: (i) greater hardship would be caused by withholding than by giving consent to the operation of a notice, and (ii) in all the circumstances, a fair and reasonable landlord would not insist on possession?

R. B.

A new series of the popular famous trials features under the title " The Verdict of the Court " begins in the B.B.C.'s Home Service on Tuesday, 30th September, at 8 p.m., with " The Tichborne Claimant," by John Gough and Colin Wills. Lord Birkett is the legal consultant in this series of programmes.

HERE AND THERE

BEANSTALKS

ONE of our most forward-looking daily newspapers has just discovered, to its evident astonishment, that girls of twelve or thirteen may be, and often are, to all practical intents and purposes grown women physically. This astounding truth it has illustrated with (*inter alia*) companion photographs of a particularly self-possessed and attractive thirteen-year-old called Patricia in a grown-up frock and a cut-down bathing costume. So startled were the editorial board by this apparently unprecedented phenomenon of our times, that it devoted its entire centre pages for a couple of days to earnest discussions, with pictures, of the parent-child problems of "the beanstalk generation." But is "the beanstalk generation" really so very much more novel than beanstalks? Not if history is any guide. Philippa of Hainault, for example, was thirteen when she married fifteen-year-old Edward III at York on the 30th January, 1328. Nor were they mere passive lay figures in a diplomatic match-making. They had fallen in love when he had visited her father's court as prince a couple of years before. She had wept openly and unrestrainedly when he left, and as soon as he became king he sent ambassadors to ask for her hand. In 1346 her son, the Black Prince, then aged sixteen, victoriously commanded the hard-pressed English right wing at Crécy.

VICTORIAN GIRL

BUT perhaps six hundred years ago is rather ancient history and you would prefer a glimpse of something a shade nearer our own times, a glance at those notoriously stuffy and mentally retarded early Victorian schoolgirls before the dawn of enlightened female education. Then turn up the trial of John Atkinson at the Appleby Assizes in 1854. He was twenty-three years old and was charged with the abduction from her boarding school of Annie Jane Ward, aged twelve years and three months. On the face of it, you would think, a sad case of a cruel and unscrupulous seducer, particularly when you heard that the child had a fortune of £10,000 in her own right. But, when the whole story is told, Miss Ward scarcely emerges as the conventional little victim, playing regardless of her doom; indeed, she takes the centre of the stage with the utmost composure. At the time of her romantic escapade she was a pupil at Ivy House, Appleby, a school for young ladies kept by Miss Jemima Bishop. She looked every year of sixteen and possibly more and her schoolmistress, in the guarded language dear to pedagogues, said that she "might be considered handsome." John Atkinson, a most respectable young man, played the organ at the parish church and taught music at the school. But on its coming to the knowledge of Miss Bishop "that too much familiarity was exhibited" between him and young Annie, she prudently sent him a most correct letter "informing him that she should no longer require his services as a teacher and remitting him the amount due to him, thanking him also for his attention and diligence as a teacher and telling him that she should be happy to give him a recommendation." That should have nipped romance in the bud according to the most approved methods, but not if Annie could help it. She talked of elopement and managed to send John a little golden locket, heart-shaped. Miss Bishop somehow heard of it and wrote to John with restrained asperity demanding the return of this token of childish folly. She had to write twice but when John finally gave it to her, excusing himself for having mislaid so trifling an object, she felt she could congratulate herself on having finally liquidated a somewhat embarrassing situation.

MODEL CORRESPONDENCE

BUT that was only the beginning. One of the maids at the school was secretly carrying letters between Annie and John. If the style is the girl, you can learn everything you need to know about Annie from her correspondence. Take this letter, for instance: "My dear John, I received your lines and fully understand what they mean and I give my consent to all your proposals. It is a great comfort to me to think that at last I have got your heart a little my way. You will never find me unfaithful; so with kind love, believe me. Yours ever affectionately, Annie Jane Ward." This composition does equal credit to the quality of the education imparted at Miss Bishop's seminary and to the clarity and directness of Annie's mental equipment. It also leaves little doubt who was making the running. As the affair moved to its climax, Annie's style still retains its affectionate but essentially clear-cut quality: "My dear John, You have no idea of the joy with which I received your letter. You asked me to say one word. I think it will be 'Yes.' And you asked me to fix the day and way of escape. I shall say next Thursday week." Then follow brief but lucid details. "You need not have any misgiving in laying open your heart before me. You might have been sure I should be only too happy at your doing so . . . And now with kindest and truest love, believe me, ever your affectionate, sincere and true, Annie." On 24th May the whole school spent a long happy day at Ullswater, returning to Ivy House at 10.30 p.m. At midnight, when Miss Bishop visited Annie's room, she was safe in bed. Next morning she was gone. She had fled with John in the night, driven over the Scottish Border and by eight they were married at the Sark toll-house. Unfortunately for them, they were intercepted by the police at Carlisle on their way back. At his trial John maintained that it was a case of true love on both sides and got off with a sentence of nine months' imprisonment. Annie's letters must have had something to do with the lightness of his punishment. One would like to know the ultimate sequel to the romance and how that particular beanstalk flowered.

RICHARD ROE.

THE LEGAL COMMITTEE OF THE COUNCIL OF EUROPE

The Legal Committee of the Assembly of the Council of Europe met in London on 15th and 16th September, 1958, under the chairmanship of Mr. Lannung (Denmark), in preparation for the session of the assembly to be held in Strasbourg from 10th to 18th October. The committee had been invited to London by its British members, Mr. Knox Cunningham, M.P., and Mr. Leslie Hale, M.P. The committee approved a recommendation to the Committee of Ministers in favour of the draft European Convention on the Compulsory Insurance of Motorists, and undertook a first examination of a draft Convention on the Payment of Foreign Money Liabilities. Other questions discussed were penal reform, the laws and regulations relating to national minorities in member States and the international law on outer space. A reception was given in honour of the committee by the Treasurer and Masters of the Bench of the Middle Temple on 15th September, and Mr. David Ormsby-Gore, M.P., the Minister of State for Foreign Affairs, entertained the committee to luncheon in Lancaster House on 16th September.

Country Practice

COMMONPLACES: OR BETWEEN EWE AND ME

As a holiday task, our revered editor suggested that I should tackle the question of commons, in the light of the recent report of the Royal Commission. Part of my holiday was spent in the North Riding of Yorkshire, and it was my pleasure to interview one of the local sheep, who was, of course, deeply interested in the future of her grazing land. In case any reader should doubt my ability to understand her part of the conversation, I should explain that she spoke in a cultured Leicestershire accent. I had rather more difficulty in understanding the country folk of those parts, who seemed somewhat worked-up and incoherent about something or other.

* * * * *

I have (she said) done my best to digest the report, as I have quite a taste for blue books, agricultural returns and Government literature generally. I would say that the report makes an excellent subject for rumination; but the pictures, while artistically superb, I found rather tough.

There are several appendices, including some really interesting historical notes by Dr. Hoskins; some legal problems discussed by Sir Ivor Jennings; and a geographical analysis by Professor Dudley Stamp. This latter appendix shows that commons are at their commonest in the North of England. The exceptional county is Northumberland, where less than 2 per cent. of the land is common. That is even less than the County of London possesses; Professor Stamp mentions that there is a resemblance to Scotland—a land without commons. As certain of my ancestors came from the Cheviots, I find this reassuring; if Scotland can manage to survive without any commons at all, England (and Wales) may yet survive even the most radical changes in the present system.

Nevertheless, it is rather serious when considering the high proportion of common land still existing in the North of England. In the North Riding, over 16 per cent. of the total area is common land—well over 200,000 acres. This is more than all of the common land in the Eastern Counties, the Home Counties and Southern England put together.

We sheep must be allowed a considerable say in the future of all this grazing land; and it would be useful if I pointed out some of the facts of the sheep's Way of Life.

Sheep come in two varieties: first, there is the large woolly kind to be found in the Eastern Counties, the Home Counties and Southern England. Facially they bear some resemblance to some of your High Court judges of the big-wigged sort. In hilly or moorland areas, however, the sheep are much smaller; and even some of the female sheep grow horns. Few, if any, judges are thus equipped. Herdwick and Mountain Blackfaces are among the latter type of sheep. They are extremely hardy; they find sustenance in very poor grazing ground, but do not develop such splendid fleeces as the south country breeds. Of course, planned inter-breeding takes place, so that the best qualities are developed. I myself (she said with a simper) happen to be a Border Leicester.

Now any of us with mountain blood in our veins have inherited certain definite tendencies. One is to graze in one particular locality. Even if (she said, pointing her nose towards the haze above Middlesbrough, across twenty miles of unbroken moorland) I wanted to wander over there in search of better pasture, I wouldn't do it. The fact is, I'm heafted. It's like asking a homing pigeon to move into a different pigeon loft. My shepherd moves me round a bit, of course. I and my friends like to go on to high ground at night and then in the morning the shepherd and his nasty dogs persuade us to go down into the greener valleys for food. But our flock has always stuck to the same general area. And when the owner of the flock sells us to someone else, he would not dream of moving us. Farmers come and go, but our flock always remains where it has always been.

In a way, I have had a fortunate life so far. My own farmer keeps several enclosed fields specially for our use, and very nice grass it is, I must say. But he knows that we like to get out on to the moor and nibble the thin grasses among the ling and the bracken. If it were not for that, I feel I would suffer a breakdown from all this rich living. The Royal Commission quite rightly pay great attention to the necessity of draining, fencing and improving moorland wastes; but have they fully considered the disadvantages to many breeds of sheep in improving too much the state of the grazing land? As a mere sheep, I do not understand economics, but I can assure your readers that "waste" land is not wasted on me. In relation to a different topic, the Commission, in para. 33 of their report, do give some consideration to the feelings of us sheep. On behalf of heafted sheep generally, I appeal for further consideration to be given to not only our feelings but our digestions if the land is to be improved to such an extent as to be fit only for cows and horses.

It is, of course, lamentably true that these moorland commons have been badly neglected, and that uncertainty as to each commoner's rights and liabilities must somehow be resolved. But will the commoners gladly co-operate in the complicated scheme proposed by the Royal Commission? There have to be official inspections, and registrations, and inquiries, and commissions, and tribunals. It all reminds me of the epidemic among human beings caused by the National Parks and Access to the Countryside Act. Why, there were some paths across our farm that never caused the slightest bit of bother; but when the provisional and draft maps had been prepared, and objections lodged, and public inquiries held, the humans all developed alarming symptoms with red faces, waving arms and giving vent to hoarse cries. Is another outbreak imminent?

My friend the Vicar sometimes tells me about his own flock. He announced from the pulpit recently that, if he could not raise £100 for Foreign Missions peaceably, he would organise a bazaar. The threat worked; the congregation produced the £100 like lambs, and thus avoided a horrid fête.

Under the threat of the Royal Commission's recommendations being put into effect, could not a last chance likewise be given to the villagers? I am sure that human beings have *some* sense, and could work out schemes for fencing and other improvements, and decide how the cost is to be borne. If they cannot agree among themselves, then the threat should be carried out. It will be simply splendid for the picnickers and the Forestry Commission. Bah!

"HIGHFIELD"

"THE SOLICITORS' JOURNAL," 25th SEPTEMBER, 1858

ON the 25th September, 1858, THE SOLICITORS' JOURNAL resumed its criticisms of the procedure on Private Bill legislation, saying that "anything short of a transfer of the duties now undertaken by committees to a competent and permanent tribunal would fail to remedy the grievance the existence of which is now frankly admitted by the most determined sticklers for Parliamentary traditions. . . . The complaints made may be briefly summed up. In the first place, every company has to prove its case twice, and, after incurring all the cost of adducing evidence to satisfy a committee of the House of Commons, is compelled to repeat the same process before another tribunal, and to run a second time the risk of ultimate defeat. The other, and by far the most serious grievance, is the incompetency and caprice of the committees of both Houses. It is no reflection on the ability and integrity of chairmen of committees, many of whom are both capable and painstaking, nor even any very serious imputation on the members who are thrown in to make up the complement, to say that even the best of these quasi-courts is necessarily unfit for the discharge of its judicial duties. Five unprofessional men, for the most part without any experience of weighing testimony, have really no chance when they are played upon by all the arts with which ingenious advocates know how to work on the weakness of such a court. With the best intentions they cannot fail often to decide wrong. But it is not absolutely wrong decisions which do the mischief. There are many classes of cases with respect to which it is difficult to say that a judgment, either for or against a particular private Bill, is really wrong. . . . But it is a real hardship that no principles at all are adhered to, that one committee takes precisely the opposite view to another."

RENT ACT PROBLEMS

Readers are cordially invited to submit their problems, whether on the Rent Act, 1957, or on other subjects, to the "Points in Practice" Department, "The Solicitors' Journal," Oyez House, Breams Buildings, Fetter Lane, London, E.C.4, but the following points should be noted:

1. Questions can only be accepted from registered subscribers who are practising solicitors.

2. Questions should be brief, typewritten, *in duplicate*, and should be accompanied by the sender's name and address *on a separate sheet*.

3. If a postal reply is desired, a stamped addressed envelope should be enclosed.

Schedule IV—SCOPE OF PROTECTION OF 1958 ACT

Q. We act for the landlord of a dwelling-house of £37 rateable value originally let by written lease to *W* "from the 1st September, 1938, until the 31st August, 1939, and thenceforth until the tenancy shall be determined by either party giving to the other two calendar months' notice in writing expiring on the last day of any month." *G* took over the tenancy in about September, 1945, on *W* quitting on her own volition. There was no written agreement with *G* but she took the property on the verbal agreement that it was to be on the same terms as the previous occupier *W*, with whom she had been living for about three years. We served a Form S on *G* dated 23rd August, 1957, for 31st October, 1958. Was that date correct and the first date for which it could be given? Paragraph 2 of the Introduction to Current Law Guide No. 14, Bramall on the Landlord and Tenant (Temporary Provisions) Act, 1958, says: "... no comparable protection is conferred by the present Act on tenants whose tenancies come to an end by effluxion of time or notice to quit at any time after October 6th." Does the Form S actually served in this case deprive the tenant of the protection given by the 1958 Act?

A. In our opinion, the Form S notice dated 23rd August, 1957, was in order. The tenancy was, immediately before 6th July, 1957, a controlled tenancy which might come to an end by 6th October, 1958, by notice to quit (Rent Act, 1957, Sched. IV, para. 2 (1)) and 31st October, 1958, was not earlier than fifteen months after 6th July, 1957, nor earlier than six months after the service of the notice (which, we presume, was promptly effected). The date of expiry could have been 6th October, 1958, the Form S notice to resume possession having the effect of terminating the tenancy (Sched. IV, para. 2 (5)), but need not have been.

The passage quoted from Current Law Guide No. 14 does not, however, in our view, mean that the tenant is not entitled to the protection of the Landlord and Tenant (Temporary Provisions) Act, 1958. The author has, in the preceding sentence, emphasised the fact that the extra protection is available only to tenants who would become liable to eviction as a result of the expiry of Form S notices, and his point is, as we understand it, that it is not available to a tenant not covered by Sched. IV, para. 2 (1), a tenant for a fixed term expiring after 6th October, 1958, or one whose tenancy *could not*, on 6th July, 1957, have been determined by a notice to quit expiring before 6th October, 1958. A tenant whose tenancy is determinable by a two months' notice is, we consider, within the protection of Sched. IV, para. 2 (1) and (2), and thus within the further protection of the Landlord and Tenant (Temporary Provisions) Act, 1958.

Schedule IV—THREE-YEAR AGREEMENT—ANTE-DATING NEW TENANCY

Q. A tenant of premises decontrolled under the Rent Act, 1957, received in August, 1957, the usual notice to terminate her tenancy on 6th October, 1958. In November, 1957, the landlords submitted a written offer (subject to contract) for a new tenancy at a higher rent for three years commencing from 1st December, 1957. The actual written agreement giving effect to these terms was not, however, entered into until 20th May, 1958. To comply with para. 4 of Sched. IV to the Rent Act, 1957, a tenancy has to be one which will not expire earlier than three years "from the commencement *thereof*," i.e., of the tenancy. Although in the circumstances outlined above the *term* of the tenancy commences on 1st December, 1957, can it be said that the tenancy itself commenced on such date? Following the reasoning in *Cadogan* (*Earl*) v. *Guinness* [1936] Ch. 515, would not the tenancy itself only commence when the agreement was entered into on 20th May, 1958? Your views as to the effect of the agreement would be appreciated.

A. In our opinion, the tenancy is not one which, for the purposes of the enactment, will comply with the requirements of the Rent Act, 1957, Sched. IV, para. 4, the authority of *Cadogan* (*Earl*) v. *Guinness* [1936] Ch. 515 (to which reference was made in our "Current Topic" on the subject at p. 184, *ante*) being indeed in point. We would agree that the provision in the Landlord and Tenant (Temporary Provisions) Act, 1958, s. 3 (1) (*a*), excluding from protection any occupier who has unreasonably refused a proposal for a three years' tenancy not *inter alia* requiring the payment of increased rent in respect of any period before the date on which the *proposal* was made might in some circumstances give rise to an argument to the contrary, but we consider that the

"unreasonably" in this paragraph would enable a court to consider a proposal for ante-dating on its merits; in the case submitted, moreover, it is possible that the offer made in November, 1957, though "subject to contract," was a reasonable one.

Decontrol—Change in Rateable Value—Figure to be Inserted in Form S

Q. We are acting for the landlords of a house in the country the rateable value of which was £40 on 7th November, 1956. As a result of a proposal made on 29th May, 1958, the rateable value of the premises was reduced to £30. The landlords now wish to obtain possession of the premises, and there would not appear to be any difficulty here as the rateable value for the purposes of the Rent Act, 1957, exceeded £30 and therefore the premises became decontrolled. To terminate the tenancy, notice must be given on Form S in Sched. IV to the Rent Restrictions Regulations, 1957, the text of which is as follows:—

> "I hereby give you notice in accordance with para. 2 of Sched. IV to the Rent Act, 1957, that on , 195 , your right to retain possession of the above-mentioned premises, the rateable value of which is £ , will cease, and you are hereby required accordingly to render up possession of the premises on that date."

On the assumption that this form should not be altered or added to, it would seem that the rateable value to be shown in the form is £30, being the present rateable value, which is most misleading as premises not exceeding a rateable value of £30 are not decontrolled. Are we correct, therefore, in serving the notice with the rateable value as £40, being the rateable value at the coming into force of the Act?

A. We agree that the proposal was made too late to affect the decontrol (Rent Act, 1957, Sched. V, para. 2 (2) (*a*)) and suggest that the Form S should state that the rateable value, "that term being construed in accordance with the Rent Act, 1957, s. 25 (1), as provided in Pt. I of Sched. V to that Act, is £40." We consider this the correct solution, not only in view of the two provisions cited, but also in view of the Rent Restrictions Regulations, 1957, para. 7, which insists on a (Form S) notice as contained in Sched. IV to those regulations "or a form of notice substantially to the same effect." We would also place reliance on the fact that the Form S refers the recipient to "(Note 34)", the second paragraph of that note being calculated to enlighten him if bewildered.

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of "The Solicitors' Journal"]

Corfe Castle

Sir,—I found Richard Roe's article on Corfe Castle and district in this week's Journal most interesting. Apart from my local knowledge of the Purbeck I had the opportunity of getting to know these various stone quarries over the last few years, as my firm acted as contracting surveyors to the Inland Revenue and were responsible for the revaluation of the rating assessments. This entailed a good deal of hiking across the Purbecks to find a hole in the ground, and then the next part of the search involved tracing the occupier.

I was also very interested in your reference to the Purbeck marble used for the restoration of the Temple Church, as some five years ago I visited the quarry worked by Mr. Haysom from which this marble was obtained and the preliminary masonry work carried out in a small hut in the railway yard at Swanage.

I can well imagine the character described by Mr. Roe who carried around in his lorry the Order's ancient documents and wonder if I would be far wrong in suggesting that his surname was Lander.

I would like to thank Mr. Roe for his delightful article and trust that we shall have some more.

F. A. R. Bessant.

Brighton, 1.

REVIEWS

Oyez Practice Notes No. 41: Affiliation Law and Practice. By G. S. Wilkinson, Solicitor. 1958. London: The Solicitors' Law Stationery Society, Ltd. 15s. net.

This is an excellent little book appearing most opportunely with the coming into force of the Affiliation Proceedings Act, 1957, and the repeal of so many old Victorian Acts regulating bastardy proceedings in the summary courts. It is light, it is packed with erudition and, as law books go nowadays, it is comparatively cheap at 15s. One omission, it is hoped, will be made good with the inevitable second edition. There is no index of cases.

The book is very practical, the information given as to the procedure to be followed for obtaining an order being very detailed and supported by a wealth of authority. The author seems to have had the practising advocate very much in mind when writing the book, and for a solicitor or barrister taking an occasional case through court, it should be of real value.

Unlike so many law books, the work has courage. Thus, on p. 12, we are told: "An affiliation order can, it seems, be made against a donor who is not the mother's husband. See generally 102 Sol. J. 95." No cases of this kind have so far been reported, but there seems no reason why an order should not be made if the donor was a party to the enterprise, though it is questionable if the woman would succeed if he were not.

On p. 33, the author has discovered two cases to support the proposition that admissions of intercourse occurring some months after conception were held not to be corroboration, but as he immediately afterwards points out *Moore* v. *Hewitt* [1947] 2 All E.R. 270 decided that if there is no suggestion that the mother had associated with any other man at the time of conception, this might be evidence which the justices could regard as corroboration. The case is a dangerous guide if there is no evidence of intercourse except that of the mother.

As to the valuable and now time-honoured power the mother has of calling the defendant as a witness where corroboration is lacking, the author seems to consider *R.* v. *Flavell* (1884), 14 Q.B.D. 364, a doubtful authority upon this point. There seems to be no doubt, however, that in bastardy proceedings, as in all civil proceedings, a defendant can be called as a witness for the complainant and the judges in *R.* v. *Flavell* never questioned this right. Because they did not, it has always been regarded as an authority for this practice.

The book concludes with an appendix setting out in full the various Acts which now relate to affiliation proceedings.

The Law of Married Women. By M. Turner-Samuels, Q.C., M.P., of the Middle Temple and North-Eastern Circuit. 1957. Ipswich: The Thames Bank Publishing Co., Ltd. £4 4s. net.

In this work the late Mr. Turner-Samuels divides his subject into three parts, the first dealing with the mutual rights and duties of husband and wife, the second with the rights and liabilities of a married woman independently of her husband, and the third a section headed "General and Miscellaneous Matters Relating

to Rights and Status of a Married Woman." The author expressly makes the point that his aim was to bring together certain aspects and sections of the law relating to married women which were ordinarily only to be found dispersed among the various textbooks and even then were often so scattered as to make reference difficult. The matters dealt with are those which frequently arise for consideration by those concerned in matrimonial causes, but also include such varied topics as, e.g., title to wedding presents, income tax and the married woman, and the application of the Bankruptcy Acts to married women.

The trouble with books of this kind is that, in order to be sure, the barrister must, generally speaking, go, not to a general book such as this, but to one or other of the recognised established text-books. Solicitors, however, will find the book useful since they do not generally have ready access to a law library and are usually not in the position of carrying all the major text-books, dealing with the many topics dealt with by Mr. Turner-Samuels, upon their own shelves.

The Divorce Court. By CECIL BINNEY, M.A., Barrister-at-Law. 1957. London: Herbert Jenkins, Ltd. 15s. net.

Until he reads this book it is possible for a lawyer who has considerable experience in divorce practice to be unaware of the gaps in his knowledge, sociological and historical as well as legal, pertaining to the subject of divorce. Not only does Mr. Binney reveal these gaps, but he mends them and adds to the sum total of one's understanding of the divorce machine as it exists to-day in a most comprehensive manner. Marriage being, like birth and death, very prevalent in our society, it is not surprising perhaps that so much legal practice results from the stresses and strains set up by marriage. The dust-cover describes the book as intended for the layman, but we think it highly desirable reading for the lawyer, and few of us escape some contact with the degradations as well as boredoms of divorce court practice. Whilst it would, perhaps, be undesirable in the public interest to prescribe such a book for reading by sixth-formers or candidates for degrees, whether of law or otherwise, as tending to diminish the prevalence of the institution of marriage, it is nevertheless a book which should surely be read by those who, having joined the majority, desire to understand the background and the present machinery which they would have to operate, or which would be operated against them, should they fail to make a success of the path which they have begun to tread.

The Lamberts Choose the Law. By MICHAEL THOMAS. 1958. London: Chatto & Windus, Ltd. 8s. 6d. net.

Two modern phenomena are a surfeit of books on careers and the dramatised documentary. The former is the result of the increased output of intelligent and educated boys and girls from the universities and grammar schools: the second is largely the invention of B.B.C. television and is part of an attempt to educate and inform under anæsthetic. We are entirely in favour of both phenomena. In the past there has been too great a tendency to propel young men and women into careers, including the law, without taking the essential step of finding out whether they are suitable and of telling them as much as possible.

Chatto & Windus, Ltd., are publishing a series of dramatised documentaries on careers, including one called "The Lamberts Choose the Law." It tells the story of two brothers, one of whom is called to the Bar and the other becomes a solicitor. The chief weakness of the book is that it dwells too much on the barrister. We hope that in subsequent editions this fault will be corrected: the openings in our branch are far more than at the Bar and the emphasis of the book should be reversed. We found it easy to read and, subject to the inescapable limitations which surround a book of this kind, authentic. Most of what the author describes could happen to two young men in the positions of the Lamberts. There are some points of detail which require correction. For example, we can hardly believe that Joe Lambert would have waited until after call before asking what a silk is nor that it is necessary to effect personal service of a notice to quit. Prison officers will be surprised to learn that prisoners appear in the dock between two policemen, although we must confess that we made precisely the same mistake ourselves many years ago. Again, there seems to be a tendency in the county of Gerset to send cases to assizes which in other counties are frequently sent to sessions and the Queen's Commission seems strangely brief.

These, however, are small matters. This is certainly a book which can be given to a young man or woman who has a vague idea of becoming a lawyer and who wants to know more.

Careers Encyclopedia. Second Edition. Edited by G. H. CHAFFE and P. J. EDMONDS. 1958. London: Cleaver-Hume Press, Ltd. 15s. net.

The 217 articles in this work cover some 240 ways of earning a living, and deal with the nature of the work, training, examinations (with syllabuses), prospects and salary levels. There are appendices on the G.C.E., University entrance, careers for women and other topics.

Local Authorities' Powers of Purchase. By A. S. WISDOM, Solicitor. 1958. Chichester: Justice of the Peace, Ltd. 5s. net.

This is a useful list, in tabular form, of some seventy-odd powers given to local authorities to acquire land for one purpose or another. The index makes the pamphlet easy to use, and as supplying a quick answer in practice, it should be useful for all engaged in local government.

IN WESTMINSTER AND WHITEHALL

STATUTORY INSTRUMENTS

Brighton (Lewes) Water Order, 1958. (S.I. 1958 No. 1482.) 8d.

Christmas Island (Transfer to Australia) Order in Council, 1958. (S.I. 1958 No. 1515.) 5d.

Cinematograph (Safety) Regulations, 1958. (S.I. 1958 No. 1530.) 5d.

Coal-Mining (Subsidence) (Land Drainage) Regulations, 1958. (S.I. 1958 No. 1486.) 5d.

Colonial Civil Aviation (Application of Act) (Amendment) Order, 1958. (S.I. 1958 No. 1514.) 5d.

Control of Hiring (Amendment) Order, 1958. (S.I. 1958 No. 1513.) 5d.
See *ante*, p. 694.

County Court Districts (Miscellaneous No. 2) Order, 1958. (S.I. 1958 No. 1506.) 5d.

This order, which comes into operation on 1st October, 1958, discontinues the county courts of Market Rasen and Caistor and Tenbury; discontinues the holding of the Oswestry and Llanfyllin County Court at Llanfyllin and of the Cardiff and Barry County Court at Barry, and constitutes a new Barry County Court. Consequential changes in the county court districts affected are made by the order, which also transfers the parishes of Coningsby and Wildmore from the Lincoln and Horncastle district to the Boston County Court district.

County of Inverness (Amhainn Righ, Onich) Water Order, 1958. (S.I. 1958 No. 1483 (S.67).) 5d.

County of Inverness (Loch-an-Duin, Northbay, Barra) Water Order, 1958. (S.I. 1958 No. 1534 (S.69).) 5d.

Gravel and Sand Quarries (Overhanging) (Exemption) Regulations, 1958. (S.I. 1958 No. 1533.) 5d.

Hire-Purchase and Credit Sale Agreements (Control) (Amendment No. 2) Order, 1958. (S.I. 1958 No. 1512.) 5d.
See *ante*, p. 694.

London Traffic (Prohibition of Cycling in Pedestrian Subways) (Surbiton) Regulations, 1958. (S.I. 1958 No. 1509.) 5d.

Medway Towns By-Pass Special Road Scheme, 1958. (S.I. 1958 No. 1492.) 8d.

Milk (Special Designations) (Specified Areas) (No. 2) Order, 1958. (S.I. 1958 No. 1496.) 5d.

Nigeria (Constitution) (Amendment No. 3) Order in Council, 1958. (S.I. 1958 No. 1522.) 5d.

Nigeria (Retirement Benefits) Order in Council, 1958. (S.I. 1958 No. 1523.) 11d.

Norfolk (New Streets) Order, 1958. (S.I. 1958 No. 1497.) 4d.

Northern Rhodesia (Electoral Provisions) Order in Council, 1958. (S.I. 1958 No. 1520.) 6d.

Oil in Navigable Waters (Convention Countries) (Various) Order, 1958. (S.I. 1958 No. 1527.) 4d.

Oil in Navigable Waters (Enforcement of Convention) Order, 1958. (S.I. 1958 No. 1526.) 5d.

Pacific (Amendment) Order in Council, 1958. (S.I. 1958 No. 1519.) 5d.

Purchase Tax (No. 2) Order, 1958. (S.I. 1958 No. 1495.) 8d.

Retention of Cable, Main and Sewer under a Highway (County of Dorset) (No. 1) Order, 1958. (S.I. 1958 No. 1505.) 5d.

Sarawak (Definition of Boundaries) Order in Council, 1958. (S.I. 1958 No. 1518.) 5d.

Sierra Leone (Constitution) (Amendment) Order in Council, 1958. (S.I. 1958 No. 1524.) 4d.

Singapore Colony (Electoral Provisions) Order in Council, 1958. (S.I. 1958 No. 1521.) 5d.

Stirling-Cupar-St. Andrews Trunk Road (Dron Diversion) Order, 1958. (S.I. 1958 No. 1507 (S.68).) 5d.

Stopping up of Highways (County of Buckingham) (No. 10) Order, 1958. (S.I. 1958 No. 1499.) 5d.

Stopping up of Highways (County Borough of Eastbourne) (No. 1) Order, 1958. (S.I. 1958 No. 1501.) 5d.

Stopping up of Highways (County of Essex) (No. 15) Order, 1958. (S.I. 1958 No. 1474.) 5d.

Stopping up of Highways (County of Essex) (No. 16) Order, 1958. (S.I. 1958 No. 1487.) 5d.

Stopping up of Highways (County of Gloucester) (No. 11) Order, 1958. (S.I. 1958 No. 1498.) 5d.

Stopping up of Highways (County of Gloucester) (No. 12) Order, 1958. (S.I. 1958 No. 1480.) 5d.

Stopping up of Highways (County of Hertford) (No. 12) Order, 1958. (S.I. 1958 No. 1502.) 5d.

Stopping up of Highways (London) (No. 33) Order, 1958. (S.I. 1958 No. 1488.) 5d.

Stopping up of Highways (London) (No. 34) Order, 1958. (S.I. 1958 No. 1503.) 5d.

Stopping up of Highways (London) (No. 35) Order, 1958. (S.I. 1958 No. 1489.) 5d.

Stopping up of Highways (London) (No. 36) Order, 1958. (S.I. 1958 No. 1490.) 5d.

Stopping up of Highways (County of Middlesex) (No. 10) Order, 1958. (S.I. 1958 No. 1510.) 5d.

Stopping up of Highways (County of Nottingham) (No. 8) Order, 1958. (S.I. 1958 No. 1504.) 5d.

Stopping up of Highways (County of Southampton) (No. 14) Order, 1958. (S.I. 1958 No. 1500.) 5d.

Stopping up of Highways (County of York, West Riding) (No. 16) Order, 1958. (S.I. 1958 No. 1491.) 5d.

Uganda (Amendment) Order in Council, 1958. (S.I. 1958 No. 1516.) 5d.

Ulster and Colonial Savings Certificates (Income Tax Exemption) (Amendment) Regulations, 1958. (S.I. 1958 No. 1548.) 4d.

Wages Regulation (Milk Distributive) (England and Wales) (Amendment) Order, 1958. (S.I. 1958 No. 1535.) 5d.

West African Court of Appeal (Amendment) Order in Council, 1958. (S.I. 1958 No. 1525.) 5d.

West of Maidenhead-Oxford Trunk Road (Henley Road, Maidenhead, Diversion) Order, 1958. (S.I. 1958 No. 1493.) 5d.

NOTES AND NEWS

Honours and Appointments

Mr. W. M. E. CRUMP, Assistant Director in the office of the Director of Public Prosecutions, has been appointed Deputy Director in succession to Mr. G. R. Paling, who retires next month. Mr. E. C. J. JONES, Senior Legal Assistant, has been appointed Assistant Director.

Mr. IAN MOGENS KNUTSEN, solicitor, of Sunderland, has been appointed Norwegian Vice-Consul for Sunderland and Seaham Harbour.

Personal Note

Mr. G. E. Twine, solicitor, of Basingstoke, won the "Builders" Cup at the City Rifle Club's two-day meeting at Bisley. He also came third in the Palmer Cup, the Shrewsbury Statuette, and the championship for the Harrington Cup.

PRINCIPAL ARTICLES APPEARING IN VOL. 102

5th July to 27th September, 1958

For articles up to and including 28th June, see Interim Index

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